

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

JUST RIGHT DUPLICATIONS LLC/
JUST REP DETROIT LLC,

Plaintiff,

Case No.
Hon.

v

SENTINEL INSURANCE COMPANY, LIMITED,

Defendant.

JO ROBIN DAVIS (P31263)
Jo Robin Davis, PLLC
Attorney For Plaintiff
30300 Northwestern Highway, Suite 104
Farmington Hills, MI 48334
(248) 932-0100, ext. 254

There is no other action arising out of the same transaction or occurrence as alleged in this Complaint, pending in this Court, nor has any such action been previously filed and dismissed after having been assigned to a Judge.

COMPLAINT

NOW COMES Plaintiff JUST RIGHT DUPLICATIONS LLC/JUST REP DETROIT LLC, by and through its attorney, Jo Robin Davis, PLLC, and complaining against the above-named Defendant, states as follows:

COMMON ALLEGATIONS

1. Plaintiff is a Michigan limited liability corporation with its principal place of business in the County of Oakland, State of Michigan.
2. Defendant SENTINEL INSURANCE COMPANY, LIMITED is a Connecticut insurance company with its principal place of business in Hartford, Connecticut, but which conducts business in the of County of Oakland, State of Michigan.

3. The amount of controversy herein exceeds \$75,000.00 and jurisdiction is conferred upon this Honorable Court by virtue of the parties' diversity of citizenship as provided by 28 USC§1332.

4. Defendant issued to Plaintiffs policy #81 SBA PQ6502 SA, a copy of which is in Defendant's possession, covering Plaintiff's business and property at 13380 Capital Street, Suite 100, Oak Park, Michigan from loss due to burglary and theft and other perils.

5. All premiums were paid and the above-mentioned policy was in full force and effect on or about 12/22/15.

6. On or about 12/22/15, a burglary and theft occurred at the insured premises and Plaintiffs suffered covered losses.

7. Plaintiffs timely notified Defendant of said losses.

8. Plaintiffs delivered to Defendant proofs as to the amounts of their losses.

9. Defendant has failed to make payment to Plaintiffs.

COUNT I
DECLARATORY RELIEF

10. Plaintiff hereby realleges and incorporates by reference the allegations contained in paragraphs 1 through 9 of Plaintiff's Common Allegations as though fully set forth herein.

11. As part of its denial, Exhibit A, Defendant alleged that Plaintiffs' principal Les Coleman failed to appear for an examination under oath.

12. There was no willful or deliberate non-compliance with Defendant's EUO request.

13. Plaintiff requested that the denial be rescinded pending Mr. Coleman's appearance at an examination under oath (Exhibit B).

14. Defendant declined to rescind the denial pending Mr. Coleman's appearance at an examination under oath (Exhibit C).

15. Mr. Coleman's failure to appear for an examination under oath was not the result of any willful or deliberate refusal to appear for an examination under oath.

WHEREFORE, Plaintiffs request this Honorable Court direct Defendant to proceed with an examination under oath and/or dismiss Plaintiffs' Complaint without prejudice pending an examination under oath and/or grant whatever relief this Honorable Court deems fair and equitable under the circumstances.

COUNT II
BREACH OF CONTRACT

16. Plaintiff hereby realleges and incorporates herein by reference paragraphs 1 through 15 of Plaintiff's Complaint as though fully set forth herein.

17. In addition to its stated contractual obligations, Defendant SENTINEL INSURANCE COMPANY, LIMITED owes its policyholders the implied contractual obligations of good faith and fair dealing.

18. Defendant breached its contractual obligations and duties as follows; the listed reasons not intended to be exclusive:

- a. By refusing to rescind its denial and allow Mr. Coleman to appear for an examination under oath;
- b. By failing to make payment of Plaintiffs' claims within 30 days of proofs as to the amounts of loss in violation of MCL 500.2833 or to otherwise respond in writing as required by MCL 500.2006(3);
- c. By failing to make payment as set forth by the contract of insurance and/or pursuant to Michigan law; particularly MCL 500.2833 and MCL 500.2006;
- d. By conducting its so-called investigation for the purpose of creating potential defenses to paying its policyholders' claims rather than fairly and honestly determining the liability to its policyholders;

e. By abusing its contractual relationship with Plaintiffs.

19. As a direct and proximate result of Defendant's breach of contract, Defendant remains indebted to Plaintiff for its insured losses and consequential damages including but not limited to additional lost business and/or business opportunities that were in contemplation of the parties at the time the contract was entered into on which are the natural and usual consequences of a breach of a commercial policy of insurance.

WHEREFORE, Plaintiff JUST RIGHT DUPLICATIONS LLC/JUST REP DETROIT LLC prays for Judgment against Defendant SENTINEL INSURANCE COMPANY, LIMITED for whatever amount this Honorable Court deems fair and just, including consequential damages as well as interest, costs and attorney fees as provided by Michigan law.

**COUNT III - VIOLATION OF MICHIGAN
UNIFORM TRADE PRACTICES ACT**

20. Plaintiff hereby realleges and incorporates herein by reference paragraphs 1 through 19 of Plaintiff's Complaint as though fully set forth herein.

21. MCLA §500.2833 provides that losses shall be paid under the terms of a business insurance policy within thirty (30) days after receipt of proof of amount of loss.

22. Defendant received proof of the amount of loss.

23. Section 2006 of the Insurance Code of 1956, as amended, same being MCLA §500.2006, provides for the addition of twelve (12%) percent interest on claims when claims are not timely paid.

24. Defendant has been dilatory in making payment.

25. As a result of the aforesaid failure of Defendant to timely pay Plaintiff's claims, Plaintiff is entitled to twelve (12%) percent interest.

26. WHEREFORE, Plaintiff JUST RIGHT DUPLICATIONS LLC/JUST REP DETROIT LLC pray for Judgment against Defendant SENTINEL INSURANCE COMPANY, LIMITED for whatever amount this Honorable Court deems fair and just, including consequential damages as well as interest, costs and attorney fees as provided by Michigan law.

Dated: February 9, 2018

Respectfully submitted,

/s/ Jo Robin Davis
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